

Law Offices of
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A Professional Corporation

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April 23, 2007

VIA FACSIMILE AND U.S. MAIL

Jon D. Anderson, Esq.
Latham & Watkins
650 Town Center Drive, Suite 2000
Costa Mesa, California 92626-1918

Re: *In Re MTBE: Orange County Water District v. Unocal Corp., et al.*
Bellwether Plumes

Dear Mr. Anderson,

Per our conversation with Matthew Heartney and Jeffrey Parker last week, enclosed is Orange County Water District's (the "District") revised Plume List in compliance with Judge Scheindlin's order at the March 1, 2007, Status Conference, and pursuant to the agreement between the parties.

The revised Plume List incorporates comments from Messrs. Heartney and Parker during our conversation last week as well as correcting typographical errors. For example, defendants were apparently concerned that Plume No. 8, the Dryer Road Well Field, was too large. The District therefore broke Plume No. 8 in four separate plumes which identify specific wells.

As stated in my April 6, 2007, email, the enclosed revised Plume List represents the District's best efforts given the following limitations:

The District has only been permitted to conduct limited discovery of the defendants' files and records pertaining to MTBE releases within the District's service area. For example, despite repeated requests, defendants have declined to update the productions of their Site Remediation Files, in particular consultant reports, for the past two years. After the District receives the updated SRF productions and documents, through discovery or otherwise, the District may utilize the new information to adjust the Plume List. The Plume List will also be adjusted to reflect new MTBE and/or TBA water quality data which is being gathered and analyzed by the District on an ongoing basis.

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Jon D. Anderson, Esq.

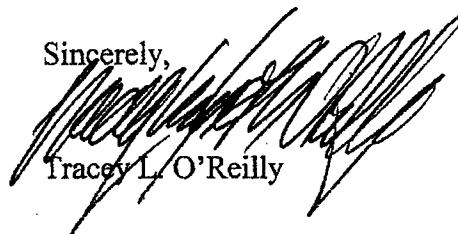
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April 23, 2007

This letter and the enclosure will also be served via LexisNexis File & Serve today and represents the District's formal service of the revised Plume List.

Please feel free to give me a call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracey L. O'Reilly", written over the printed name.

Tracey L. O'Reilly

Encl.

cc: All Counsel (via LNFS w/h encl.)

EXHIBIT 7

ORANGE COUNTY WATER DISTRICT V. UNOCAL CORP., et. al.
PLUME LIST

Plume	Well	Stations	Address	City
1	NB-TAMD	Exxon #4283, Chevron #208552	8980 Warner Ave.	Fountain Valley
		Arco #1887	16742 Beach Blvd.	Huntington Beach
		G&M #4	16990 Beach Blvd.	Huntington Beach
		Texaco #8520, Texaco 121608	8520 Warner Ave.	Fountain Valley
		Mobil #18-G6B	9024 Warner Ave.	Fountain Valley
		Unocal #5376	8971 Warner Ave.	Huntington Beach
		Shell #204359403	8471 Warner Ave.	Huntington Beach
		Texaco #121681	9475 Warner Ave.	Fountain Valley
		Unocal #5399	9525 Warner Ave.	Fountain Valley
2	MCWD-3B	Mobil #18-HDR	3195 Harbor Blvd.	Costa Mesa
	MCWD-5	Arco #6131	3201 Harbor Blvd.	Costa Mesa
	MCWD-7	Mobil #18-JMY	3470 Fairview Rd.	Costa Mesa
	IRWD-7	Arco #3083	3470 Fairview Rd.	Costa Mesa
		Costco FV	17900 Newhope St.	Fountain Valley
3	OCWD-M10	Arco #1912	18480 Brookhurst St.	Fountain Valley
	OCWD-M11	Thrifty #383	18520 Brookhurst St.	Fountain Valley
	OCWD-M45	Arco #1905	18025 Magnolia St.	Fountain Valley
		Beacon Bay Car Wash FV	10036 Ellis Ave.	Fountain Valley
4	SA-16	Thrifty #376	801 N. Bristol St.	Santa Ana
		Unocal #7470	114 S. Bristol St.	Santa Ana
		Thrifty #008	704 N. Bristol St.	Santa Ana
5		Unocal #5356	1913 W. Edinger	Santa Ana
6	NB-DOLD	Thrifty #085	17475 Brookhurst St.	Fountain Valley
	NB-DOLS	Arco #6116	17520 Brookhurst St.	Fountain Valley
		Exxon #3738	17474 Brookhurst St.	Fountain Valley
7	A-29	Arco #1994	100 N. Beach Blvd.	Anaheim
		Unocal #5869	676 S. State College Blvd.	Anaheim
8	IRWD-1	G&M #24	3301 Bristol St.	Santa Ana
	IRWD-4	Beacon Bay Car Wash SA	1501 W. MacArthur Blvd.	Santa Ana
	IRWD-C8	Mobil #18-HEP	2921 S. Bristol St.	Santa Ana
	IRWD-C9	Chevron #1921	3801 S. Bristol St.	Santa Ana
	SA-34	Arco #3085	3361 S. Bristol St.	Santa Ana
9	HB-1	Chevron #9-5401	5992 Westminster Blvd.	Westminster
	HB-13	Unocal #5123	14972 Springdale St.	Huntington Beach
	HB-4	Shell #6502	6502 Bolsa Avenue	Huntington Beach
	HB-7	Thrifty #368	6311 Westminster Blvd.	Westminster
		Unocal #5226	6322 Westminster Ave.	Westminster
		Westminster Shell	5981 Westminster Ave.	Westminster
		Huntington Beach Arco	6002 Bolsa Ave.	Huntington Beach
		USA Gasoline #141	14600 Edwards St.	Westminster
10	WM-22	Shell #08990 (aka Shell #8990)	8990 Westminster Blvd.	Westminster
		Four Star Ventures	9356 Westminster Blvd.	Westminster
11	TAOR-A	Arco Master Auto Repair	2604 W. La Palma Ave.	Anaheim

ORANGE COUNTY WATER DISTRICT V. UNOCAL CORP., et. al.
PLUME LIST

Plume	Well	Stations	Address	City
12	DISN-AE1 AM-20 AM-20A	7-Eleven #26216 Texaco #100	107 Ball Rd. 100 W. Katella Ave.	Anaheim Anaheim
13	SA-26	Thrifty #150 Shell #1202 Unocal #5422	1539 Standard Avenue 1202 E. Edinger Avenue 1502 E. Edinger Ave.	Santa Ana Santa Ana Santa Ana
14	MAGM-GG	Exxon #1354 Mobil #18-GWN Arco #1055 Mobil #11-GTB	12493 Beach Blvd. 11962 Brookhurst St. 9001 Garden Grove Blvd. 13031 Magnolia St.	Stanton Garden Grove Garden Grove Garden Grove
15	OCWD-M36 OCWD-M37	Chevron #8474 Metro Car Wash HB	18501 Beach Blvd. 18400 Beach Blvd.	Huntington Beach Huntington Beach
16	SA-18 SA-24	Chevron #1825 Unocal #5618	2261 N. Fairview St. 591 The City Dr.	Santa Ana Orange
17	IRWD-3 SCC-D1	Ultramar #750 Mobil #18-HCN	1501 S. Broadway 1351 E. Dyer St.	Santa Ana Santa Ana
18	SCWC-SSHR	Unocal #4778	10460 Magnolia Ave.	Stanton
19		7-Eleven #18167	1020 South Bristol St.	Santa Ana
20	AM-2 AM-3 AET-RMW2 AET-RMW3/2 CHDZ-A	Texaco #5650 Tosco / 76 #5372	5650 E. La Palma Ave. 18951 Esperanza Rd.	Anaheim Yorba Linda
21	EOCW-E EOCW-W SCS-6 SCS-8 SCS-9	Unocal #5106	5344 E. Chapman Ave.	Orange
22	ET-2	Unocal #6839	15275 Culver Dr.	Irvine
23	IRWD-2 IRWD-5	Arco #6071 Mobil #18-HGC	3414 S. Main St. 100 W. MacArthur Blvd.	Santa Ana Santa Ana
24	SA-31	Thrifty #075 Mobil #18-H7Q Unocal #5678 Arco #1077 Arco #3045 Tustin Auto Wash Cardlock Fuels Tosco #4911	14121 Newport Blvd. 13872 Redhill Ave. 14081 Redhill Ave. 13742 Red Hill Ave. 14231 Red Hill Ave. 535 E. Main St. 13922 Newport Ave. 17280 E. 17th St.	Tustin Tustin Tustin Tustin Tustin Tustin Tustin Tustin
25	HMEM-COS	Arco #5185 Mobil #18-HD4	1450 Baker St. 2799 Harbor Blvd.	Costa Mesa Costa Mesa
26	OCWD-M41	Exxon #3915 Thrifty #385	20001 Beach Blvd. 19971 Beach Blvd.	Huntington Beach Huntington Beach

ORANGE COUNTY WATER DISTRICT V. UNOCAL CORP., et. al.
PLUME LIST

Plume	Well	Stations	Address	City
27	A-43 KBS-4 KBS-4A	Mobil Atwood Terminal	1477 Jefferson St. N.	Anaheim
28	YLWD-7 YLWD-12	Setco - Anaheim	4875 E. Hunter Ave.	Anaheim
29		Arco #1998 Mobil #18-F1M Unocal #5398	5472 Orangethorpe Ave. 5502 Orangethorpe Ave. 5014 Orangethorpe Ave.	La Palma Buena Park La Palma
30		Shell #4001, Shell 135218 Texaco #3311 Tosco / 76 #5792, ConocoPhillips #5792 Unocal #4727	4001 Ball Rd. 3311 Katella Ave. 4002 Ball RD 3501 Cerritos Ave.	Cypress Los Alamitos Cypress Los Alamitos
31		Unocal #5599 Texaco #6011	7250 Artesia Blvd. 6011 Manchester Blvd.	Buena Park Buena Park
32		Shell #5231 Unocal #4914	5231 Beach Blvd. 5262 S. Beach Blvd.	Buena Park Buena Park
33		Thrifty #014 Thrifty #302	120 E. Imperial Hwy. 718 S. Brea Blvd.	Brea Brea
34		Arco #3080 Mobil #18-793	2840 E. Imperial Hwy. 2800 E. Imperial Hwy.	Fullerton Fullerton
35		Exxon #3650 Unocal #4629	901 N. Placentia Ave. 820 W. Chapman Ave.	Fullerton Placentia
36		Mobil #18-JQY Unocal #5156	17591 Yorba Linda Blvd. 17499 Yorba Linda Blvd.	Yorba Linda Yorba Linda
37		Jet Gas, Former Arco #0629	13202 Brookhurst St. 13482 Brookhurst St.	Garden Grove Garden Grove
38		Arco #3042 Costco GG Thrifty #371	13331 Euclid St. 11000 Garden Grove Blvd. 13511 Euclid Street	Garden Grove Garden Grove Garden Grove
39		Arco #0192 World Oil #31	2100 SE. Bristol St. 2040 S. Bristol St.	Santa Ana Santa Ana
40		Chevron #1202 Unocal #5915	9491 Edinger Ave. 9020 Edinger Ave.	Westminster Fountain Valley
41		Mobil #11-G6R Texaco #6962 Unocal #5280 Unocal #5336	6012 Edinger Ave. 6962 Edinger Ave. 6502 Edinger Ave. 6012 Warner Ave.	Huntington Beach Huntington Beach Huntington Beach Huntington Beach
42		Arco #3053 Mobil #11-G31	5981 Warner Ave. 5972 Warner Ave.	Huntington Beach Huntington Beach

ORANGE COUNTY WATER DISTRICT V. UNOCAL CORP., et. al.
PLUME LIST

Plume	Well	Stations	Address	City
43		Mobil #99-A8Q Unocal #4614	3000 W. Lincoln Ave. 100 Beach Blvd.	Anaheim Anaheim
44		Chevron #8319 Thrifty #182	6971 Beach Blvd. 7510 Orangethorpe Ave.	Buena Park Buena Park
45		Exxon #7987 Unocal #5078 World Oil #68	9001 Adams Ave. 9002 Adams Ave. 8972 Adams Ave.	Huntington Beach Huntington Beach Huntington Beach
46		Mobil #18-837 Woodbridge Car Wash	4800 Barranca Pkwy. 4550 Barranca Pkwy.	Irvine Irvine
47		Arco #6060 Mobil #18-KBV Unocal #4992 Unocal #5285	21452 Brookhurst St. 21502 Brookhurst St. 1900 Newport Blvd. 21471 Brookhurst St.	Huntington Beach Huntington Beach Costa Mesa Huntington Beach
48		Superior Stations (P&M #975) Texaco #1695 Thrifty #386	2050 Harbor Blvd. 1695 Superior Ave. 2021 Newport Ave.	Costa Mesa Costa Mesa Costa Mesa
49		Unocal #5077 USA Gasoline #234	5201 1st Street 5142 1st St.	Santa Ana Santa Ana
50		Chevron #9-8149 Mobil #18-FHW Unocal #5386	13052 Newport Ave. 12972 Newport Ave. 13348 Newport Blvd., Tustin	Tustin Tustin Tustin
51		Shell G&M #32	14502 Beach Blvd.	Westminster
52		Americo Anaheim Service Center	3270 West Lincoln	Anaheim
53		ARCO #1047	2646 W. 1st St.	Santa Ana
54		ARCO #1064	14511 Brookhurst St.	Westminster
55		ARCO #1583	7990 Knott Avenue	Buena Park
56		ARCO #1812	16502 Bolsa Chica St.	Huntington Beach
57		ARCO #1888	16501 Goldenwest St.	Huntington Beach
58		ARCO #3016	12422 Valley View Street	Garden Grove
59	IRWD-77	Shell	4162 Trabuco Rd.	Irvine
60		ARCO #3094	530 N. Brookhurst Avenue	Anaheim
61		ARCO #5084	490 E. 17th St.	Costa Mesa
62		ARCO #5202	12502 Harbor Blvd.	Garden Grove
63		ARCO #6036	13142 Goldenwest St.	Westminster
64		ARCO #6160	13361 Harbor Blvd	Garden Grove

ORANGE COUNTY WATER DISTRICT V. UNOCAL CORP., et. al.
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Plume	Well	Stations	Address	City
65	ARCO #6191		17502 Golden West St.	Huntington Beach
66	ARCO #6226		102 E. Yorba Linda Blvd.	Placentia
67	Beacon Bay Car Wash, NB		4200 Birch St.	Newport Beach
68	Berri Property		8482 Westminster Blvd	Westminster
69	Caldwell's Auto Center		10602 Westminster Blvd	Garden Grove
70	Chevron #0550		2051 E. Edinger Ave.	Santa Ana
71	Chevron #5418		18692 MacArthur Blvd.	Irvine
72	Chevron #5568		12541 Seal Beach Blvd.	Seal Beach
73	Chevron #7842		11025 Warner Ave.	Fountain Valley
74	Circle K #5217		12512 Knott Avenue	Garden Grove
75	Costco - Cypress		5401 Katella Avenue	Los Alamitos
76	Exxon #0769		2122 Bristol St.	Newport Beach
77	Exxon #1488		1730 W. Orangethorpe Ave.	Fullerton
78	Exxon #2314		6392 Beach Blvd.	Buena Park
79	Exxon #3515		17551 MacArthur Blvd.	Irvine
80	E-Z Serve #100841		2409 W. Edinger	Santa Ana
81	Family Oil Co. #2		12491 Haster St.	Garden Grove
82	G and M Oil #06		13741 Beach Blvd.	Westminster
83	Harbor Fair Exxon, Former		2502 Harbor Blvd.	Costa Mesa
84	Huntington Harbor Car Wash		16921 Algonquin St.	Huntington Beach
85	J & L Co. / United Oil #27		11470 Edinger Ave.	Fountain Valley
86	Mobil #11-D9R		16001 Beach Blvd.	Huntington Beach
87	Mobil #11-FEE		6011 Ball Rd.	Cypress
88	Mobil #11-FXW		5962 La Palma Ave.	La Palma
89	Mobil #11-FYE		8510 Knott Ave.	Buena Park
90	Mobil #11-G3E		14002 Beach Blvd.	Westminster
91	Mobil #11-G7G		8961 Bolsa Ave.	Westminster
92	Mobil #18-668		16230 Harbor Blvd.	Fountain Valley
93	Mobil #18-824		5333 University Ave.	Irvine

ORANGE COUNTY WATER DISTRICT V. UNOCAL CORP., et. al.
PLUME LIST

Plume	Well	Stations	Address	City
94	IRWD-7	7-Eleven #24559	10499 Beach Blvd.	Stanton
95		Mobil #18-HE1	1465 S. Main St.	Santa Ana
96		Mobil #18-KBD	9972 Westminster Ave.	Garden Grove
97		Shell #16001	16001 Bolsa Chica St.	Huntington Beach
98		Shell #20001	20001 Brookhurst St.	Huntington Beach
99		Arco #6079	3901 Riverdale Ave.	Anaheim
100		Thrifty Oil #015	2016 W. Seventeenth Street	Santa Ana
101		Thrifty Oil #139	799 W. 19th Street	Costa Mesa
102		Thrifty Oil #151	751 Baker St.	Costa Mesa
103		Thrifty Oil #356	9511 Valley View St.	Cypress
104		Thrifty Oil #360	2800 W. Ball Road	Anaheim
105		Thrifty Oil #361	11500 Beach Boulevard	Stanton
106		Thrifty Oil #370	13501 Magnolia Ave.	Garden Grove
107		Thrifty Oil #374	2730 McFadden Ave.	Santa Ana
108		Thrifty Oil #380	15501 Edwards Street	Huntington Beach
109		Thrifty Oil #384	18795 Magnolia Blvd.	Fountain Valley
110	AM-39A AM-41A MBF-FM3	Arco #1072	1202 E. Orangethorpe Ave.	Fullerton
111		Unocal #3530	4002 N. Harbor Blvd.,	Fullerton
112		Unocal #4773	14886 Sand Canyon Ave.	Irvine
113		Unocal #5094	7995 Knott Ave.	Buena Park
114		Unocal #5198	100 W. Bastanchury Rd.	Fullerton
115		Unocal #5274	9025 Garfield Ave.	Fountain Valley
116		Unocal #5511	5100 Katella Ave.	Los Alamitos
117		Unocal #5548	2701 N. Brea Blvd.	Fullerton
118		Unocal #5552	9500 Valley View St.	Cypress
119		Unocal #5635	7501 Katella Ave.	Stanton
120		Unocal #5672	9972 Bolsa Chica Ave.	Westminster
121		Unocal #5888	15482 Goldenwest St.	Westminster

ORANGE COUNTY WATER DISTRICT V. UNOCAL CORP., et. al.
PLUME LIST

Plume	Well	Stations	Address	City
122	Unocal #5930		18351 Imperial Hwy.	Yorba Linda
123	Unocal #6297		2345 W. Chapman Avenue	Orange
124	Unocal #6404		18011 Culver Dr.	Irvine
125	Unocal #6521		2960 San Miguel Rd.	Newport Beach
126	Unocal #6926		6971 Orangethorpe Ave.	Buena Park
127	World Oil #39		3450 W. Ball Rd.	Anaheim

1	Alcoa #6131	A
2	3201 Harbor Blvd, Costa Mesa, CA	
3		
4		
5	Significant gw contam already mitigated SW, downgrad, off site by time gw remediation initiated in 1998.	
6	- historical gw flow SW.	
7	- 1983: well B-6 installed on site at SW site margin.	
8	- 1983: 1st test for gw contam: TPHg 84,000 ug/L, benzene 8,800 ug/L; etc.	
9	- 1986: 1st tested for MTBE: 35,000 ug/L.	
10	- 2002: free product (sheen) appeared in well B-6.	
11	- 2003: overpumping started in B-6 - 6 months after free product detected in well - stops after 2 quarters.	
12	- 1996: well B-9 installed near off site near SW site margin.	
13	- 1996: 1st test for gw contam: TPHg 45,000 ug/L, benzene 5,300 ug/L; etc.	
14	- 1988: 1st tested for MTBE: 85,000 ug/L - 1 year after SVE/AS started in well.	
15	GW contam, incl MTBE & TBA, already flowing SW off site > 2 yrs bef any rem started at the site.	
16	GW not captured at site, except sporadically for a few months in 2000 & 2003, > 4 yrs aft gw contam detected.	
17	MTBE and TBA have been detected in on-site well B-6 at SW site margin and in off-site well B-9 near SW site margin since 1st tested in 1986; however MTBE has not be delineated off site, downgradient to the southwest.	
18		
19	Site had multiple fuel leaks between 1980 and the present, including fuel leaks that were detected or identified on 8/22/1990, 1/11/1991, 6/27/91, 8/20/91, 1/29/92, 11/8/94, and 8/24/99, and discovered or indicated in Dec-1990.	
20		
21	MTBE and TBA contamination has been left in groundwater beneath the site. Site (case) was opened in 1990 for investigation and in 1988 for remediation by regulatory agency. A "no further action" (NFA) letter was issued in 2005, although Agency reports that MTBE and TBA concentration in groundwater have been fluctuating in water (MTBE - 710 ug/L and TBA - 1,300 ug/L; OCHCA, Case Closure Summary, 11/2/2005).	
22		
23	Regulatory Agency has issued at least 18 notifications to RP from 2/5/02 to 4/12/05 for inadequate or ineffective investigations, work plans, reports, and remediation.	
24		
25	No UST inspection records were available for this summary.	
26		
27	MTBE 1st tested in groundwater: 5/2/96 in B-6.	
28	MTBE 1st detected in groundwater: 5/2/96 in B-6 - 35,000 ug/L.	
29	Max MTBE detected in a gw monitoring well: 11/6/1986 in B-6 - 130,000 ug/L.	
30		
31	TBA 1st tested in groundwater: 5/13/00 in B-6 (NOTE: detection limit is 20,000 ug/L - too high).	
32	TBA 1st detected in groundwater: 9/18/01 in B-6 - 4,800 ug/L.	
33	Max TBA detected in a gw monitoring well: 5/15/03 in B-9 - 6,190 ug/L.	
34		
35	2 saturated zones are identified.	
36	semi-perched gw zone - to ~40 ft bgs (discrete upper & lower zones appear to merge into 1 zone, Komex report).	
37	Alpha Aquifer - ~80 to 140 ft bgs.	
38		
39	Downgradient well B-9 - off site to SW.	
40	MTBE 1st tested 8/22/96.	
41	MTBE 1st detected 8/22/1996 - 65,000 ug/L.	
42	Max MTBE detected 11/6/1986 at 130,000 ug/L (NOTE: maximum MTBE detected at site).	
43	TBA 1st tested 9/13/00 (NOTE: detection limit is 5,000 ug/L - too high).	
44	TBA 1st detected 8/7/2002 - 200 ug/L.	
45	Max TBA detected 5/15/2003 at 6,190 ug/L (NOTE: maximum TBA detected at site).	
46		

47	Semi-perched groundwater flow direction is SW (Komex report).
48	Deeper groundwater flow direction is NW (OCWD).
49	Vertical groundwater gradient is down.
50	

A

51	Remediation: groundwater capture conducted for only ~3 months- 4th quarter 2000.
52	Aug-1998: SVE/AS started (7 SVE wells and 1 MW - B-6).
53	~Oct-00: HVDPE started - operated for ~3 months.
54	4 years after max MTBE detected for this site (130,000 ug/L in B-9 11/6/98 - downgrad from rain system).
55	~Dec-00: HVDPE stopped.
56	2nd Ctr-03: overpurgig started in well B-6 to remove free product (sheen).
57	3rd Ctr-03: overpurgig stopped.
58	Feb-05: SVE/AS stopped.
59	
60	MTBE and TBA groundwater plumes have migrated off site to the SW (10/4/05 Delta Environmental - Quarterly Update Report, Arco Facility No. 6131, 3201 Harbor Boulevard, Costa Mesa, California, OCHCA Case #92UT12.
61	
62	Historic MTBE and TBA gw plumes have not been delineated laterally.
63	Recent MTBE and TBA gw plumes have not been delineated laterally.
64	MTBE and TBA gw plumes have not been delineated vertically.
65	
66	Groundwater conduits are near by (potential migration paths from shallow saturated zones to deeper saturated zones):
67	Nearest well to SW: HMEM-COS - monitoring well - ~1,550 ft SW of site.
68	Drilled to 280 ft bgs.
69	Screen interval: unknown.
70	Pump rate - not a pumping well.
71	Sanitary seal - unknown.
72	Top of Shallow zone - ~43 ft bgs.
73	Bottom of Shallow zone - ~142 ft bgs.
74	Top of Principal Aquifer - ~162 ft bgs.
75	Nearest well: MCWD-11 - water production well - ~1,480 ft E. of site.
76	Drilled to 1,060 ft bgs.
77	Screened 330 to 350; 440 to 490; 440 to 500; 510 to 750; and 780 to 1000 ft bgs.
78	Pump rate - 40000 gpm.
79	Top of Shallow zone - ~49 ft bgs.
80	Bottom of Shallow zone - ~120 ft bgs.
81	Top of Principal Aquifer - ~131 ft bgs.
82	
83	Nearest MTBE detection in drinking water production well:
84	MCWD-3B: 0.07 ug/L in 2005; 0.11 ug/L in 2008.
85	MCWD-5: 0.08 ug/L in 2005; 0.06 ug/L in 2008.
86	MCWD-7: 0.06 ug/L in 2005; 0.04 ug/L in 2008.

EXHIBIT 8

AGREEMENT NO. 0518
with
HARGIS + ASSOCIATES, INC.
for
MTBE THREAT ASSESSMENT SUPPORT SERVICES

This Agreement (the "Agreement") is made and entered into as of October 1, 2008, by and between the ORANGE COUNTY WATER DISTRICT, a special governmental district organized and operating under the laws of the State of California (hereinafter "OCWD") and Hargis + Associates, Inc. ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

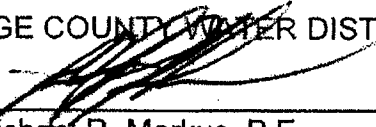
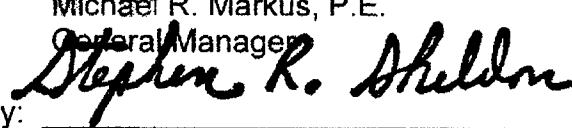
PART I
FUNDAMENTAL TERMS

- A. Location of Project: Orange County, CA.
- B. Description of Services/Goods to be Provided: MTBE assessment and file review services in accordance with PART IV, Scope of Services, included herein.
- C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on October 8, 2008 ("Commencement Date") and the term of this Agreement shall continue through its expiration on June 30, 2009.
- D. Party Representatives:
- D.1. OCWD designates the following person/officer to act on OCWD's behalf: Dave Bolin.
- D.2. Contractor designates the following person to act on Contractor's behalf: Chris Ross.
- E. Notices: All notices and other writings required to be delivered under this Agreement to the parties shall be delivered at the addresses set forth in Part II ("General Provisions").
- F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:
- | | | |
|------|-----------|--------------------|
| F.1. | Part I: | Fundamental Terms |
| F.2. | Part II: | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV: | Scope of Services |
| F.5. | Part V: | Budget |

G. Integration: This Agreement represents the entire understanding of OCWD and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement.

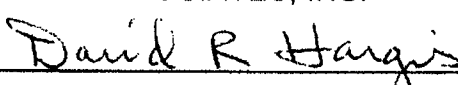
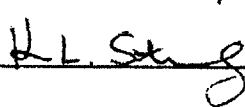
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

ORANGE COUNTY WATER DISTRICT

By: 
Michael R. Markus, P.E.
General Manager
By: 
Stephen R. Sheldon, Board President

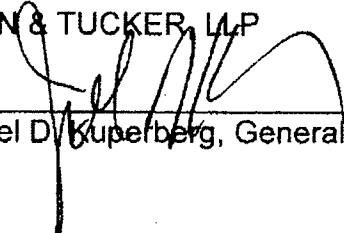
Dated: 10/01/08

HARGIS + ASSOCIATES, INC.

By: 
Title: President/CEO
By: 
Title: CFO

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: 
Joel D. Kuperberg, General Counsel

Contractor Information:

Address for Notices and Payments:
2365 Northside Drive, Suite C-100
San Diego, CA 92108

Attention: Chris Ross
Telephone: 619/521-0165
Facsimile No.: 619/521-8580

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF Contractor

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. OCWD shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by OCWD to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of OCWD. Contractor agrees to perform all work to the satisfaction of OCWD within the time specified. If OCWD reasonably determines that the work is not satisfactory, OCWD shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from OCWD. In the performance of this Agreement, Contractor shall report to and receive instructions from OCWD's representative identified in Part I, or his or her designee. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the OCWD.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the OCWD of such fact and shall not proceed except at Contractor's risk until written instructions are received from the OCWD's Representative.

1.7 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCWD. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior express written approval of OCWD. In the event of any unapproved transfer, including any bankruptcy proceeding, OCWD may, in its sole and absolute discretion, void the Agreement. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of OCWD.

1.8 Compensation. Contractor shall be compensated in accordance with the terms of Part V hereto ("Budget"). Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with OCWD representatives, and incidental costs incurred in performing under this Agreement. Unless otherwise specified in Part V, OCWD shall compensate Contractor on a time-and-materials basis at the rates listed in Part V. Contractor shall submit an invoice referencing this Agreement, the Work Order number, date and description of services performed, and the amount. OCWD shall pay the Contractor within 30 days of receipt of the invoice.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1. Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subconsultants. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance shall be as follows:

a. Commercial General Liability Insurance - The Contractor shall provide and maintain commercial general liability insurance. The coverage for commercial general liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than the following: Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to OCWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability Insurance - The Contractor shall provide and maintain automobile liability insurance. The coverage for automobile liability insurance shall be at least as broad as the following: Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) covering Symbol 1 (any auto). Contractor shall maintain limits no less than the following: One Million Dollars (\$1,000,000.00) for bodily injury and property damage each accident limit.

c. Workers Compensation and Employer's Liability - The Contractor and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

d. Professional Liability - The Contractor shall provide coverage appropriate to the Contractor's profession covering Contractor's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

2.1.2. General Requirements. Contractor's insurance:

a. Shall be issued by an insurance company, which maintains an A.M. Best's rating of "-A, VII" or higher; unless otherwise approved by OCWD;

b. General Liability and Automobile Liability shall name the "OCWD, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "OCWD and OCWD Personnel") as additional insureds" and contain no special limitations on the scope of protection afforded to OCWD and OCWD Personnel. All insurance provided hereunder shall include the appropriate separate endorsement(s).

c. Shall be primary insurance and any insurance or self-insurance maintained by OCWD or OCWD Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

d. Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

e. Workers' Compensation and Employer's Liability shall be endorsed to state that the insurer shall waive all rights of subrogation against OCWD and OCWD Personnel, excluding Professional Liability;

f. Shall have project name and/or agreement number indicated on certificate; and

g. Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to OCWD by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

2.1.3 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by OCWD prior to the execution of this Agreement by OCWD.

2.1.4 Evidence of Coverage. CONSULTANT shall furnish OCWD with certificates of insurance with additional insured (Form 2010) including waiver of subrogation endorsement, demonstrating the coverage required by this Agreement, which shall be received and approved by OCWD not less than five (5) working days before work commences.

2.1.5 Workers Compensation Insurance – No Employees/Sole Proprietor. By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. Contractors and subcontractors will keep Workers Compensation Insurance for their employees in effect during all work covered by this Agreement.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to OCWD in writing prior to OCWD's execution of this Agreement. OCWD and OCWD Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

2.2 Indemnification.

2.2.1 The parties mutually acknowledge that OCWD has retained Contractor to perform the tasks and services set forth in this Agreement based upon the special skills, expertise and experience of Contractor. Accordingly, in performing the tasks and services under this Agreement, Contractor shall use the skill and care that a highly specialized professional, with expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Contractor retains subcontractors or subcontractors to perform any portion of any of the tasks or services under this Agreement, Contractor has a duty to OCWD to ensure that the tasks and services performed by such subcontractors or subcontractors meet the same professional level, skill and expertise expected of Contractor.

2.2.2 Except as set forth in subdivision 2.2.3, Contractor shall indemnify, defend (with legal counsel acceptable to OCWD) and hold harmless OCWD and the OCWD Personnel from and against any and all actions, suits, claims, demands,

judgments, attorneys fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Contractor's performance of any tasks or services for or on behalf of OCWD, whether or not there is concurrent active or passive negligence on the part of OCWD and/or any OCWD Personnel, but excluding any Claims arising from the active sole negligence or willful misconduct of OCWD or any OCWD Personnel.

2.2.3 The provisions of this subdivision 2.2.3 apply only in the event that Contractor is a "design professional" within the meaning of California Civil Code section 2782.8(b). If Contractor is a "design professional" within the meaning of Section 2782.8(b), then, notwithstanding subdivision 2.2.2 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Contractor shall defend (with legal counsel reasonably acceptable to OCWD), indemnify and hold harmless OCWD and OCWD Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Contractor's performance of any task or service for or on behalf of OCWD under this Agreement. Such obligations to defend, hold harmless and indemnify OCWD or any OCWD Personnel shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of OCWD or such OCWD Personnel. To the extent Contractor has a duty to indemnify OCWD or any OCWD Personnel under this subdivision 2.2.3, Contractor shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness or willful misconduct.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county, municipal and OCWD ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless OCWD against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against OCWD thereunder.

3.3 Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent Contractor of OCWD and shall remain at all times as to OCWD a wholly independent Contractor. OCWD shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCWD. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the OCWD; and neither Contractor nor any of its employees shall be paid by OCWD time and one-half for working in excess of forty (40) hours in any one week. OCWD is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the OCWD harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 Proprietary Information. All proprietary information developed specifically for OCWD by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of OCWD, and are confidential and shall not be made available to any person or entity without the prior written approval of OCWD. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to OCWD, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by OCWD.

3.7 Ownership of Data, Reports and Documents. The Contractor shall deliver to OCWD's representative identified in Part I, at the end of the project, notes and

surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of OCWD. The Contractor is not responsible to third parties of OCWD's use of data, reports and documents on other projects. OCWD may use or reuse the materials prepared by Contractor in any manner desired without additional compensation to Contractor. Any work performed by Contractor under this Agreement shall be the property of OCWD.

3.8 Retention of Funds. Contractor hereby authorizes OCWD to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate OCWD for any losses, costs, liabilities, or damages suffered by OCWD, and all amounts for which OCWD may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. OCWD in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of OCWD to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay OCWD any sums Contractor owes OCWD.

3.9 Termination By OCWD. OCWD reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from OCWD, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to receipt of OCWD's notice of termination and for any services authorized in writing by OCWD thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, OCWD may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by OCWD in retaining a replacement Contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination By Contractor. Contractor shall have the right to stop work only if OCWD fails to timely make a payment required under the terms of the Budget. Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to OCWD. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to OCWD, except such services as may be specifically approved in writing by OCWD. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to OCWD and for any services authorized in writing by OCWD thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to OCWD's right to take over and finish the work and Contractor's liability therefor shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the

party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of OCWD or Contractor, including but not restricted to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation and/or acts of any governmental agency, including OCWD, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, OCWD shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of OCWD such delay is justified. OCWD's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCWD for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of OCWD Officers and Employees. No officer, official, employee, agent, representative or volunteer of OCWD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by OCWD, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflict of Interest. No officer, official, employee, agent, representative or volunteer of OCWD shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership, or association in which he or she is interested, in violation of any Federal, State, or OCWD statute, ordinance, or regulation. The Contractor shall not employ any such person while this Agreement is in effect.

3.18 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a sole proprietor, then prior to signing the Agreement, Contractor shall provide to the OCWD a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the OCWD will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. Upon request by OCWD, Contractor shall prepare and submit to OCWD any reports concerning Contractor's performance of the services rendered under this Agreement. OCWD shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of OCWD and shall be delivered at no cost to OCWD upon request of OCWD or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of OCWD. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and OCWD shall have access to such records upon 48 hours notice.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the OCWD shall be delivered to the following address, to the attention of the OCWD Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To OCWD: Orange County Water District
P. O. Box 8300
Fountain Valley, CA 92728-8300
Telephone: 714/378-3200

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget"), Part III shall take precedence and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.

PART III
SPECIAL PROVISIONS

A. Delete 2.1.1.d Professional Liability from Part II, General Provisions in its entirety and replace with the following:

"d. Professional Liability - The Contractor shall provide coverage appropriate to the Contractor's profession covering Contractor's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. The limits shall be no less than \$2,000,000 per claim and annual aggregate."

PART IV
SCOPE OF SERVICES

A. Services shall be provided in accordance with Exhibit A, proposal dated September 25, 2008.

PART V
BUDGET

A. OCWD shall compensate Contractor in accordance with Exhibit B, Table 1 through Table 6, dated September 25, 2008 for a total amount not to exceed budget of \$452,402.00.

EXHIBIT 9



Mar 8 2007
9:22PM

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In Re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

Master File No. 1:00-1898
MDL 1358 (SAS)

The Honorable Shira A. Scheindlin

This document relates to:

Orange County Water District v. Unocal Corp., et al., No. 04 Civ. 04968 (SAS)

**DEFENDANT CONOCOPHILLIPS COMPANY'S SECOND SET OF
INTERROGATORIES TO PLAINTIFF ORANGE COUNTY WATER DISTRICT**

Pursuant to the Federal Rules of Civil Procedure and in accordance with the directive of Case Management Order #23 (January 30, 2007 Status Conference Order), Paragraph 20, defendant ConocoPhillips Company, by its undersigned attorneys, hereby propounds the following Second Set of Interrogatories upon Plaintiff Orange County Water District (OCWD), to be answered by OCWD upon oath and within (30) days of the service hereof (April 9, 2007).

DEFINITIONS

All definitions, including without limitation the definition of the words "Communications," "Concerning," "Document," and "Identify," contained in Local Rules of the United States District Court for the Southern District of New York, Rule 26.3, shall apply to these Interrogatories and are incorporated herein by reference.

"OCWD, "the District," "You," and "Your" shall mean and refer to Orange County Water District, its employees, consultants, agents, attorneys and representatives.

"OCWD's Focus Plume Designation" shall mean the letter from Duane Miller to Jon Anderson, dated February 9, 2007.

"Plume" and "Designated Plume" shall have the meaning used by You when You designated 10 "Focus Plumes" in OCWD's Focus Plume Designation.

"Possessory Property Right" shall mean and refer to that right as defined in the Court's Order, dated October 10, 2006 at *6, more particularly known as *In re MTBE Prods. Liab. Litig.*, No. 21-88, MDL 1358, 2006 WL 2884392 (S.D.N.Y., Oct. 10, 2006), *6.

- a. state whether the escaped MTBE and/or TBA, if any has escaped, threatens to harm groundwater used as a drinking water source.
 - b. state all facts that support Your response to this Interrogatory, and
 - c. Identify all Persons with knowledge of the facts set forth in Your response to this Interrogatory.
47. With respect to ExxonMobil Station No. 18-HEP located at 2921 South Bristol Street, Santa Ana, California,
- a. identify each instance in which OCWD has expressed, orally or in writing, a concern, criticism, objection or approval of the remediation plan or remediation effort Concerning such plume, and
 - b. Identify all Persons with knowledge of the facts set forth in Your response to this Interrogatory.

DATED: March 8, 2007

LATHAM & WATKINS LLP

By: 

Jon D. Anderson

Attorneys for ConocoPhillips Company

EXHIBIT 10

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: Methyl *tertiary* Butyl Ether ("MtBE")
Products Liability Litigation

This Document Relates To:
*Orange County Water District v. Unocal
Corporation, et al.,*
Case No. 04 Civ. 4968 (SAS)

MDL No. 1358 (SAS)

**DEFENDANT CONOCOPHILLIPS
COMPANY'S NOTICE OF
DEPOSITION OF PLAINTIFF
ORANGE COUNTY WATER DISTRICT
ON DESIGNATED ISSUES WITH
PRODUCTION OF DOCUMENTS**

(Re DEFENDANTS' FOCUS PLUMES)

The Honorable Shira A. Scheindlin

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 30(b)(6) and Pre Trial Order 41, defendant ConocoPhillips Company ("Defendant") will take the oral deposition of plaintiff Orange County Water District ("Plaintiff") on November 18, 2008, at 9:00 a.m. at the law offices of Latham & Watkins LLP, 650 Town Center Drive, 20th Floor, Costa Mesa, California 92626. Pursuant to PTO 41 and the agreement of the parties set forth in the October 21, 2008, letter from Eric Katz to Tracey O'Reilly, the deposition will continue on November 20, November 21, December 2 and December 3, and thereafter or as can be agreed by the parties as required to complete the deposition.

Plaintiff shall designate and produce at the deposition those of its officers, directors, managing agents, employees, or agents who shall testify on its behalf as to the matters set forth in this notice under the heading "Designated Issues" as to all information known or reasonably available to Plaintiff. Defendant requests that, not later than 10 days prior to the deposition, Plaintiff provide (1) the names and titles of the persons designated to give testimony and (2) the areas in which each designated person will give testimony. In addition, Plaintiff shall produce the documents described in this notice under the heading "Request For Documents." Defendant requests that such documents be produced not later than 10 days prior to the deposition.

This deposition will be videotaped and may be used at trial. Moreover, instant visual

display and streaming internet technology will be utilized to record and convey the testimony.

DEFINITIONS

- A. The term "ANY," as used herein, shall mean each and every.
- B. The term "BASIN" means the groundwater basin underlying north and central Orange County that the DISTRICT replenishes and maintains for its WATER USERS.
- C. The term "COMMUNICATION" refers to ANY meeting, conversation (face-to-face, telephone, or otherwise), discussion, telex message, e-mail message, facsimile, cable, correspondence, message or other occurrence whereby thoughts, opinions or data are transmitted between or among two or more persons or between or among one or more persons and ANY electronic, photographic or mechanical device or devices for receiving, transmitting, or storing data or other information.
- D. The term "COSTS," as used herein shall mean ANY out of pocket costs, expenses, expenditures, payments, disbursements, and outlays made by the DISTRICT or on its behalf, whether or not the DISTRICT has received, or expects to receive, reimbursement from a third party or ANY other source. The term shall apply both to such actual costs incurred, as well as to current commitments for future expenditures, and costs which the DISTRICT anticipates it will incur. The term shall be construed broadly to encompass all measures of injuries and elements of damages, excluding punitive damages, which the DISTRICT alleges in this action to have incurred, and/or alleges it will incur in the future, including, but not limited to, lost opportunities, lost revenue from new connections, lost resources, and ANY costs of investigating or addressing claimed contamination from MTBE or TBA.
- E. The terms "CONCERN," "CONCERNING," "RELATE TO," and "RELATING TO" mean constituting, respecting, regarding, concerning, pertaining to, referring to, stating, establishing, showing, supporting, contradicting, describing, recording, noting, reflecting, embodying, memorializing, containing, mentioning, studying, analyzing or discussing, either directly or indirectly.

F. The terms "DISTRICT" and "OCWD," as used herein, shall mean and refer to plaintiff Orange County Water District or ANY of its agents, employees, accountants, investigators, consultants, affiliates, predecessors-in-interest, successors, representatives and/or anyone else acting on its behalf.

G. The term "DOCUMENT" or "DOCUMENTS" as used herein, shall mean any "writing," "recording," or "photograph" within the definition of Federal Rule of Evidence 1001(1)-(2) and includes electronic, written, typed, printed, reproduced, filmed or recorded material, and all photographs, pictures, plans, drawings, or other representations of any kind of anything CONCERNING directly or indirectly, in whole or in part, the subject matter of each designated issue and request, and includes, without limitation,

- a. papers, books, journals, handbooks, manuals, ledgers, statements, memoranda, reports, invoices, worksheets, work papers, notes, transcription of notes, letters, correspondence, abstracts, diagrams, plans, blueprints, specifications, pictures, drawings, films, photographs, graphic representations, diaries, calendars, desk calendars, lists, logs, publications, advertisements, instructions, minutes, orders, messages, résumés, spreadsheets, data compilations, records, summaries, agreements, contracts, telegrams, telexes, cables, recordings, electronic mail, audio tapes, transcriptions of tapes or recordings, or any other writings of tangible things in which any forms of communication are recorded or reproduced, as well as all notations on the foregoing; and
- b. original and all other copies not absolutely identical; and
- c. all drafts and notes (whether typed or handwritten or otherwise) made or prepared in connection with each such document, whether used or not.

H. "FOCUS SERVICE STATION" shall mean and refer to each gasoline service station identified in the May 23, 2007, letter from Charles Correll to Duane Miller, attached hereto.

I. "FOCUS PLUME" shall mean and refer to each focus plume identified in the May 23, 2007, letter from Charles Correll to Duane Miller, attached hereto.

J. "MTBE" means Methyl *tertiary* Butyl Ether.

K. "TBA" means Tertiary Butyl Alcohol.

L. The term "WATER USER," as used herein, shall mean the member agencies, cities, water agencies, and other municipal, private, and industrial water producers, purveyors, and/or retailers that pump or otherwise extract groundwater from the BASIN.

DESIGNATED ISSUES

1. Whether ANY DOCUMENTS described in the Request for DOCUMENTS were destroyed, discarded, or not retained and, if so, who made the decision to do so and when.
2. What efforts were made to locate the DOCUMENTS described in the attached Request for DOCUMENTS, who performed the search, what was found, and what was withheld from production and why.
3. All facts relating to the DISTRICT'S assertion that it has a legal claim related to any FOCUS PLUME, and each of them.
4. All facts relating to the DISTRICT'S assertion that there are actual or threatened impacts to the DISTRICT'S interests or its alleged statutory mission of protecting drinking water supplies that have been caused by any FOCUS PLUME, and each of them.
5. All discussions and internal deliberations within the DISTRICT regarding the presence of MTBE and/or TBA in any FOCUS PLUME, and each of them.
6. All COMMUNICATIONS between the DISTRICT and the Santa Ana Regional Water Quality Control Board, Orange County Health Care Agency, California Department of Health Services, or other government regulators regarding any FOCUS PLUME, and each of them.
7. All COMMUNICATIONS between the DISTRICT and WATER USERS regarding any and any FOCUS PLUME, and each of them.
8. All COMMUNICATIONS between the DISTRICT and its consultants/contractors regarding any FOCUS PLUME, and each of them.
9. All COMMUNICATIONS between the DISTRICT and a scientific research organization, including but not limited to the United States Geological Survey and Lawrence Livermore National Laboratory, regarding any FOCUS PLUME, and each of them.

10. All actions taken by the DISTRICT to investigate, remediate, or clean up MTBE/TBA alleged to be associated with any FOCUS PLUMES, and each of them.
11. Any additional or different investigation, remediation, or clean up actions the DISTRICT claims should have occurred to date regarding any FOCUS PLUME, and each of them.
12. Any additional or different investigation, remediation, or clean up actions the DISTRICT claims should occur in the future regarding any FOCUS PLUME, and each of them.
13. The efforts the DISTRICT has made to contact potentially responsible parties or to request that they take additional or different actions regarding any FOCUS PLUME, and each of them.
14. The identification of each WATER USER who has been or potentially will be affected by any FOCUS PLUME, and each of them.
15. All COMMUNICATIONS between the DISTRICT and any WATER USER concerning any FOCUS PLUME, and each of them.
16. All expenditures the DISTRICT has incurred regarding any FOCUS PLUME, and each of them.
17. All expenditures the DISTRICT expects to incur in the future regarding any FOCUS PLUME, and each of them.
18. All damages the DISTRICT is seeking related to each FOCUS PLUME.
19. All remedies the DISTRICT is seeking related to each FOCUS PLUME.
20. As to each FOCUS SERVICE STATION, whether the DISTRICT contends that the Regional Board, the Orange County Health Care Agency, or any other local oversight authorities elected not to order remediation at the site of each release.
21. As to each FOCUS SERVICE STATION, whether, if remediation is occurring or has occurred at the site, MTBE or TBA has escaped remediation at the site of each alleged release.
22. As to each FOCUS SERVICE STATION, whether the amount of MTBE or TBA

that has escaped remediation, if any, is significant.

23. As to each FOCUS SERVICE STATION, whether MTBE and/or TBA threatens to harm groundwater used as a drinking water source and, if so, how and when OCWD has determined that the MTBE and/or TBA presents such a threat.

24. As to each FOCUS SERVICE STATION, whether the DISTRICT contends that MTBE and/or TBA has impacted a drinking water source and, if so, (a) which water source, and (b) how and when did the District make this determination.

25. All facts relating to any actual contamination or threat of contamination of any water production well allegedly impacted or threatened by any FOCUS PLUME due to any contaminant other than MTBE or TBA.

REQUEST FOR DOCUMENTS

1. The deponent's current resume, curriculum vitae and bibliography.

2. The deponent's complete file relating to this lawsuit.

3. The deponent's timesheets, calendars, diaries, and other DOCUMENTS indicating or referencing the deponent's work on any issue related to MTBE or TBA contamination.

4. All DOCUMENTS reviewed, considered, and/or used by the deponent to determine the facts relating to each designated issue set forth above.

5. All DOCUMENTS which relate to the Designated Issues set forth above.

6. A copy of all reports concerning each FOCUS PLUME and each FOCUS SERVICE STATION.

7. A copy of all data concerning contamination, or threatened contamination, of each water production well allegedly impacted or threatened by each FOCUS PLUME, due to MTBE, TBA, or any other contaminant.

8. Document or documents sufficient to show the current status of each water production well allegedly impacted or threatened by each FOCUS PLUME (*i.e.*, active production well (with pumping rate), inactive, destroyed and sealed, monitoring well, etc).

9. Document or documents sufficient to show the specific OCWD basin aquifer in which each water production well allegedly impacted or threatened by each FOCUS PLUME is screened and produces groundwater (*i.e.*, Shallow Aquifer or Principal Aquifer).
10. A copy of all invoices or other record of COSTS incurred by the DISTRICT attributed to each FOCUS PLUME.
11. All DOCUMENTS concerning the DISTRICT'S plans to address each FOCUS PLUME.
12. All COMMUNICATIONS between the DISTRICT and WATER USERS regarding each FOCUS PLUME.
13. All COMMUNICATIONS between the DISTRICT and its consultants/contractors regarding each FOCUS PLUME.
14. All COMMUNICATIONS between the DISTRICT and a scientific research organization, including but not limited to the United States Geological Survey and Lawrence Livermore National Laboratory, regarding each FOCUS PLUME.
15. All DOCUMENTS which relate to the DISTRICT'S contention that it has a claim which has accrued regarding each FOCUS PLUME.
16. All DOCUMENTS which concern discussions and internal deliberations within the DISTRICT regarding the presence of MTBE or TBA in each FOCUS PLUME.
17. All COMMUNICATIONS between the DISTRICT and the Santa Ana Regional Water Quality Control Board, Orange County Health Care Agency, California Department of Health Services, and other government regulators regarding each FOCUS PLUME.
18. All DOCUMENTS which relate to actions taken by the DISTRICT to investigate, remediate or clean up MTBE/TBA alleged to be associated with each FOCUS PLUME.
19. All DOCUMENTS which relate to the DISTRICT'S contention that additional or different investigation, remediation or cleanup actions should be have occurred to date regarding each FOCUS PLUME.
20. All DOCUMENTS which relate to the DISTRICT'S contention that additional or

different investigation, remediation or cleanup actions should occur in the future regarding each FOCUS PLUME.

21. All DOCUMENTS which relate to efforts made by the District to contact potentially responsible parties or to request that they take additional or different actions regarding each FOCUS PLUME.

22. All COMMUNICATIONS between the DISTRICT and any WATER USER who has been or potentially will be affected by each FOCUS PLUME.

23. All DOCUMENTS evidencing expenditures the DISTRICT has made or incurred regarding each FOCUS PLUME.

24. All DOCUMENTS evidencing expenditures the DISTRICT expects to make or incur in the future regarding each FOCUS PLUME.

25. All DOCUMENTS relating to damages the DISTRICT is seeking relating to each FOCUS PLUME.

26. All DOCUMENTS relating to remedies the DISTRICT is seeking relating to each FOCUS PLUME.

27. All DOCUMENTS which relate to the level of contamination that the DISTRICT contends constitutes appreciable harm, including the level of contamination at which the DISTRICT should take responsive action, in each FOCUS PLUME.

28. All DOCUMENTS which relate to, for each FOCUS SERVICE STATION, whether the DISTRICT contends that the Regional Board, the Orange County Health Care Agency, or any other local oversight authorities elected not to order remediation at the site of each release.

29. All DOCUMENTS which relate to, for each FOCUS SERVICE STATION, whether, if remediation is occurring at the site, MTBE has escaped remediation at the site of each alleged release.

30. All DOCUMENTS which relate to, for each FOCUS SERVICE STATION, whether the amount of MTBE that has escaped remediation (if any) is significant.

31. All DOCUMENTS which relate to, for each FOCUS SERVICE STATION, whether MTBE or TBA threatens to harm groundwater used as a drinking water source and, if so, how and when OCWD has determined that the MTBE or TBA presents such a threat.

32. All DOCUMENTS which relate to any actual contamination or threat of contamination of the FOCUS WELLS due to any contaminant other than MTBE or TBA.

Dated: November 6, 2008

LATHAM & WATKINS LLP

By: Jon Anderson *LEMIC*
Jon D. Anderson
Attorneys for ConocoPhillips Company

EXHIBIT 11

McDermott Will & Emery

Boston Brussels Chicago Düsseldorf Houston London Los Angeles Miami Munich
New York Orange County Rome San Diego Silicon Valley Washington, D.C.
Strategic alliance with MWE China Law Offices (Shanghai)

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December 5, 2008

BY ELECTRONIC MAIL

Susan E. Amron, Esq.
Deputy Chief - Environmental Law Division
The City of New York, Law Department
100 Church Street
New York, NY 10007

Re: City of New York v. Amerada Hess, et al., 04 CV 3417 (SDNY)
***Identification of Present or Former City Employees that May Provide Expert
Testimony and/or Opinions at Trial***

Dear Ms. Amron:

This letter responds to yours dated November 26, 2008, regarding the City's intent to call present or former City employees for "expert" testimony at trial. As noted in my letter to Mr. Pasternack dated November 12, 2008, employees of a party who are designated to offer expert opinion testimony at trial but whose "duties do not normally involve giving expert testimony ... may be fairly viewed as having been 'retained' or 'specially employed' for that purpose." *Day v. Consol. Rail Corp.*, 1996 U.S. Dist. LEXIS 6596 at *7 (S.D.N.Y. May 14, 1996). Accordingly, contrary to the City's interpretation of Rule 26(a)(2)(B), such employee-experts are required to provide written reports that disclose the basis of the opinions they intend to offer at trial. *Id.* Moreover, at minimum Defendants are entitled to know **now** who these employees are, and what subject matter(s) they may testify about, so that we can take discovery of these City witnesses.

The City's proposal, as set forth in your letter, to wait until the parties exchange witness lists to disclose the identity of any employee-expert witnesses it may call at trial is unacceptable to Defendants. Given the deadline for exchanging witness lists (and for wrapping up all discovery), under the City's proposal Defendants will have no meaningful opportunity to discover or probe these witnesses' opinions prior to trial.

For these reasons, and those stated in my prior letter, Defendants reiterate our request that, at a minimum, the City immediately (i) provide the name and contact information of any present or former employee that the City may call to provide opinion testimony at trial and (ii) identify the topics about which the witness may testify at trial. If the City does not agree to these terms in advance of the December 11th status conference, Defendants will request that the Court

Susan Amron, Esq.
December 5, 2008
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impose them on the City at that time. Please contact me in advance of the status conference to discuss this issue.

Very truly yours,

James A. Pardo

James A. Pardo

cc: All Counsel of Record (by LNFS)